

EXHIBIT 1

FILED
CLERKS OFFICE
2007 FEB 15 A 11:22
U.S. DISTRICT COURT
DISTRICT OF MASS.

OYSTER HARBORS MARINE
 122 Bridge Street, Osterville, MA 02655
 508-428-2017 * fax 508-420-5398

2003-2004 STORAGE AGREEMENT

. **James Cleary**
 . **C/O USB LBS**
 . **265 Franklin Street**
Boston MA 02110

ACCOUNT #: BOAT NAME: RAFT
 BOAT MFG: Inflatable LOA: 8'

PLEASE FILL IN OR CORRECT THE ABOVE INFORMATION

BOAT STORAGE CHARGE \$ 200.00
FOR STORAGE 10/01/03 to 06/30/04

50% DUE WITH CONTRACT (by 10/1/03) \$ 100.00

50% TO BE BILLED 11/01/03 \$ 100.00

1. 50% of the charges set forth are due and payable upon acceptance of the contract and the remaining balance payable upon receipt of bill from Oyster Harbors Marine for storage, unless other arrangements are made. The above charge does not include any charges for winterizing, maintaining, repairing, or any other services.
2. Standard lay-up and winterizing procedures will be performed on all boats. This consists of removal, where feasible, and storage of all electronic and engine electrical equipment including batteries. This work will be billed at standard yard rates.
3. In the event additional boats, dinghies, skiffs, outboard motors, or property (including batteries and outboard tanks) are stored, they shall be stored subject to the terms and conditions herein listed, at a rate to be determined at the time of storage.
4. That additional charges will be made for the storage of the property beyond the period hereinbefore set forth, but that there will be no refund, rebate or reduction for storage for any lesser period.
5. That the yard does not carry any insurance on the stored property and will not be held responsible or liable for any damage or loss to, or of, the property listed herein, or any other property or gear stored therein, and the Owner will obtain his own insurance and will hold the Yard, its Agents and Employees, harmless and free from all loss or claims arising out of the presence of the Owner's said property upon the Yard's premises.
6. That all work on boats out of water, in storage will be done by the Yard, unless otherwise agreed, in which case the Owner, his Agents, Servants, Captains, and individual Guests will hold the Yard harmless and free from personal injury incurred there from.
7. The Owner agrees to pay storage charges as set forth on the face of the contract, and understands that no boat may be removed from the storage area unless all accrued storage, repair, and all other charges are paid in full. In the event the boat is sold during the term of this contract, the Owner, who signed this contract, shall be responsible for all charges authorized or required under this contract, and the boat may only be sold subject to the terms and conditions of this contract. Invoices for work - either in process, or completed - are due and payable upon presentation.
8. The yard must be notified in writing when a boat in storage is listed for sale. No one will be allowed aboard a boat for inspection, due to insurance regulations, without notification of the Yard by the Owner or his Agent. Assistance given by the yard personnel will be charged at the normal labor rate on boats listed for sale at the Yard. This charge will be waived when appropriate.
9. The Yard specifically reserves all common law, statutory and admiralty liens, created by law, including, but not limited to, mechanics and maritime liens.
10. The rights and remedies provided by the Agreement shall be in addition to all other rights and remedies provided by law.
11. This agreement shall be governed by laws of the Commonwealth of Massachusetts.

Signature: *James E. Cleary* Vessel's Owner/Agent

Date: 9/24/03

Please submit a signed copy of this contract with your 50% deposit by October 1, 2003.

122 Bridge Street, Oyster Harbor, MA 02533

508-428-2017 * fax 508-420-5398

2003-2004 STORAGE AGREEMENT

Robert S. Levine
 Attn: Jeanne Hopkins
 120 Aviation Ave.
 Portsmouth, NH 03801

ACCOUNT#:

BOAT NAME: WAR CHANT

BOAT MFG: Viking

LOA: 68

PLEASE FILL IN OR CORRECT THE ABOVE INFORMATION

BOAT STORAGE CHARGE \$ 3842.00
FOR STORAGE 10/01/03 to 06/30/04

50% DUE WITH CONTRACT (by 10/1/03) \$ 1921.00

50% TO BE BILLED 11/01/03 \$ 1921.00

1. 50% of the charges set forth are due and payable upon acceptance of the contract and the remaining balance payable upon receipt of bill from Oyster Harbors Marine for storage, unless other arrangements are made. The above charge does not include any charges for winterizing, maintaining, repairing, or any other services.

2. Standard lay-up and winterizing procedures will be performed on all boats. This consists of removal, where feasible, and storage of all electronic and engine electrical equipment including batteries. This work will be billed at standard yard rates.

3. In the event additional boats, dinghies, skiffs, outboard motors, or property (including batteries and outboard tanks) are stored, they shall be stored subject to the terms and conditions herein listed, at a rate to be determined at the time of storage.

4. That additional charges will be made for the storage of the property beyond the period hereinbefore set forth, but that there will be no refund, rebate or reduction for storage for any lesser period.

5. That the yard does not carry any insurance on the stored property and will not be held responsible or liable for any damage or loss to, or of, the property listed herein, or any other property or gear stored therein, and the Owner will obtain his own insurance and will hold the Yard, its Agents and Employees, harmless and free from all loss or claims arising out of the presence of the Owner's said property upon the Yard's premises.

6. That all work on boats out of water, in storage will be done by the Yard, unless otherwise agreed, in which case the Owner, his Agents, Servants, Captains, and individual Guests will hold the Yard harmless and free from personal injury incurred there from.

7. The Owner agrees to pay storage charges as set forth on the face of the contract, and understands that no boat may be removed from the storage area unless all accrued storage, repair, and all other charges are paid in full. In the event the boat is sold during the term of this contract, the Owner, who signed this contract, shall be responsible for all charges authorized or required under this contract, and the boat may only be sold subject to the terms and conditions of this contract. Invoices for work - either in process, or completed - are due and payable upon presentation.

8. The yard must be notified in writing when a boat in storage is listed for sale. No one will be allowed aboard a boat for inspection, due to insurance regulations, without notification of the Yard by the Owner or his Agent. Assistance given by the yard personnel will be charged at the normal labor rate on boats listed for sale at the Yard. This charge will be waived when appropriate.

9. The Yard specifically reserves all common law, statutory and admiralty liens, created by law, including, but not limited to, mechanics and maritime liens.

10. The rights and remedies provided by the Agreement shall be in addition to all other rights and remedies provided by law.

11. This agreement shall be governed by laws of the Commonwealth of Massachusetts.

Signature: Jeanne Hopkins Vessel's Owner/Agent

Date:

Please submit a signed copy of this contract with your 50% deposit by October 1, 2003.

Mrs. Thomas Eastman
50 Pigeon Hill Road
Weston MA 02193

ACCOUNT #: BOAT NAME: BOSTON WHALER
BOAT MFG: Boston Whaler LOA: 19

PLEASE FILL IN OR CORRECT THE ABOVE INFORMATION

BOAT STORAGE CHARGE \$ \$612.75
FOR STORAGE 10/01/03 to 06/30/04

50% DUE WITH CONTRACT (by 10/1/03) \$ \$306.38

50% TO BE BILLED 11/01/03 \$ \$306.38

1. 50% of the charges set forth are due and payable upon acceptance of the contract and the remaining balance payable upon receipt of bill from Oyster Harbors Marine for storage, unless other arrangements are made. The above charge does not include any charges for winterizing, maintaining, repairing, or any other services.
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10. The rights and remedies provided by the Agreement shall be in addition to all other rights and remedies provided by law.
11. This agreement shall be governed by laws of the Commonwealth of Massachusetts.

Signature: [Signature] Vessel's Owner/Agent Date: 9-23-03
Please submit a signed copy of this contract with your 50% deposit by October 1, 2003.

+ Janet's 546. →
Wish

received
9-27-03

\$852.38

DEC-07-2004 10:40

OYSTER HARBOR MARINE
122 Bridge Street, Oyster Harbor, MA 02555
508-428-2017 * fax 508-420-5398

5084205398 P.03/08

2003-2004 STORAGE AGREEMENT

Warren Foss
35 Elm Rock Road
Bronxville NY 10708

ACCOUNT #:

BOAT NAME:

SWAN'S WAY

BOAT MFG: Unknown

LOA: 18

PLEASE FILL IN OR CORRECT THE ABOVE INFORMATION

BOAT STORAGE CHARGE \$ \$580.50
FOR STORAGE 10/01/03 to 06/30/04

50% DUE WITH CONTRACT (by 10/1/03) \$ \$290.25

50% TO BE BILLED 11/01/03 \$ \$290.25

1. 50% of the charges set forth are due and payable upon acceptance of the contract and the remaining balance payable upon receipt of bill from Oyster Harbors Marine for storage, unless other arrangements are made. The above charge does not include any charges for winterizing, maintaining, repairing, or any other services.
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4. That additional charges will be made for the storage of the property beyond the period hereinbefore set forth, but that there will be no refund, rebate or reduction for storage for any lesser period.
5. That the yard does not carry any insurance on the stored property and will not be held responsible or liable for any damage or loss to, or of, the property listed herein, or any other property or gear stored therein, and the Owner will obtain his own insurance and will hold the Yard, its Agents and Employees, harmless and free from all loss or claims arising out of the presence of the Owner's said property upon the Yard's premises.
6. That all work on boats out of water, in storage will be done by the Yard, unless otherwise agreed, in which case the Owner, his Agents, Servants, Captains, and individual Guests will hold the Yard harmless and free from personal injury incurred there from.
7. The Owner agrees to pay storage charges as set forth on the face of the contract, and understands that no boat may be removed from the storage area unless all accrued storage, repair, and all other charges are paid in full. In the event the boat is sold during the term of this contract, the Owner, who signed this contract, shall be responsible for all charges authorized or required under this contract, and the boat may only be sold subject to the terms and conditions of this contract. Invoices for work - either in process, or completed - are due and payable upon presentation.
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10. The rights and remedies provided by the Agreement shall be in addition to all other rights and remedies provided by law.
11. This agreement shall be governed by laws of the Commonwealth of Massachusetts.

Signature:

Warren Foss

Vessel's Owner/Agent

Date:

9/21/03

Please submit a signed copy of this contract with your 50% deposit by October 1, 2003.

received
9-25-03

\$ 290.25

2003-2004 STORAGE AGREEMENT

Mr. Paul Clapp
2 Eastern Road
Acton, MA 01720

ACCOUNT #: CLAPPP

BOAT NAME: MAULY

BOAT MFG: CABO LOA: 37

PLEASE FILL IN OR CORRECT THE ABOVE INFORMATION

BOAT STORAGE CHARGE \$ 2090.50
FOR STORAGE 10/01/03 to 06/30/04

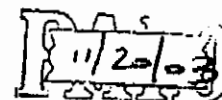
50% DUE WITH CONTRACT (by 10/1/03) \$ 1045.25

50% TO BE BILLED 11/01/03 \$ 1045.25

1. 50% of the charges set forth are due and payable upon acceptance of the contract and the remaining balance payable upon receipt of bill from Oyster Harbors Marine for storage, unless other arrangements are made. The above charge does not include any charges for winterizing, maintaining, repairing, or any other services.
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10. The rights and remedies provided by the Agreement shall be in addition to all other rights and remedies provided by law.
11. This Agreement shall be governed by laws of the Commonwealth of Massachusetts.

Signature: Paul Clapp Vessel's Owner/AgentDate: 11-18-03

Please submit a signed copy of this contract with your 50% deposit by October 1, 2003.



2003-2004 STORAGE AGREEMENT

James Harrington
C/O Dolphin Resource Group
370 Main Street, Suite 850
Worcester MA 01608

ACCOUNT #: BOAT NAME: BOSTON WHALER
BOAT MFG: Unknown LOA: 15' 3"

PLEASE FILL IN OR CORRECT THE ABOVE INFORMATION

BOAT STORAGE CHARGE \$ \$483.75
FOR STORAGE 10/01/03 to 06/30/04

50% DUE WITH CONTRACT (by 10/1/03) \$ \$241.88

50% TO BE BILLED 11/01/03 \$ \$241.88

1. 50% of the charges set forth are due and payable upon acceptance of the contract and the remaining balance payable upon receipt of bill from Oyster Harbors Marine for storage, unless other arrangements are made. The above charge does not include any charges for winterizing, maintaining, repairing, or any other services.
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10. The rights and remedies provided by the Agreement shall be in addition to all other rights and remedies provided by law.
11. This agreement shall be governed by laws of the Commonwealth of Massachusetts.

Signature: James C. Harrington Vessel's Owner/Agent Date: 24 SEP 03
Please submit a signed copy of this contract with your 50% deposit by October 1, 2003.

received
9-29-03
\$ 241.88

2003-2004 STORAGE AGREEMENT

Steven D. Comoletti
25 Myers Farm Rd.
HinghamMA02043

ACCOUNT #:

BOAT NAME:

FOUR SEAS 56

BOAT MFG: Viking

LOA: 56

PLEASE FILL IN OR CORRECT THE ABOVE INFORMATION

BOAT STORAGE CHARGE \$ \$3,164.00
FOR STORAGE 10/01/03 to 06/30/04

50% DUE WITH CONTRACT (by 10/1/03) \$ \$1,582.00

50% TO BE BILLED 11/01/03 \$ \$1,582.00

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5. That the yard does not carry any insurance on the stored property and will not be held responsible or liable for any damage or loss to, or of, the property listed herein, or any other property or gear stored therein, and the Owner will obtain his own insurance and will hold the Yard, its Agents and Employees, harmless and free from all loss or claims arising out of the presence of the Owner's said property upon the Yard's premises.

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10. The rights and remedies provided by the Agreement shall be in addition to all other rights and remedies provided by law.

11. This agreement shall be governed by laws of the Commonwealth of Massachusetts.

Signature: Steven D. Comoletti Vessel's Owner/Agent

Date: 9/26/03

Please submit a signed copy of this contract with your 50% deposit by October 1, 2003.

9-26-03

\$ 3,164.00

122 Bridge Street, Oyster Harbors, MA 01938
508-428-2017 * fax 508-420-5398

RONALD MILLER
1080 CHESTNUT STREET
SAN FRANCISCO, CA 94109

2003-2004 STORAGE AGREEMENT

ACCOUNT #:

BOAT NAME: LADY

BOAT MFG: OHM

LOA: 16

PLEASE FILL IN OR CORRECT THE ABOVE INFORMATION

BOAT STORAGE CHARGE \$ 884.00
FOR STORAGE 10/01/03 to 06/30/04

50% DUE WITH CONTRACT (by 10/1/03) \$ 442.00

50% TO BE BILLED 11/01/03 \$ 442.00

1. 50% of the charges set forth are due and payable upon acceptance of the contract and the remaining balance payable upon receipt of bill from Oyster Harbors Marine for storage, unless other arrangements are made. The above charge does not include any charges for winterizing, maintaining, repairing, or any other services.
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Signature: _____

Vessel's Owner/Agent

Date: _____

Please submit a signed copy of this contract with your 50% deposit by October 1, 2003.

122 Bridge Street, Oyster Harbor, MA 02555
508-428-2017 * fax 508-420-5398

P. 02/06

2003-2004 STORAGE AGREEMENT

Robert Tarr, Jr.
Unit #2
3 Commonwealth Ave.
Boston MA 02116

ACCOUNT #:

BOAT NAME:

TREADERBOAT MFG: **Boston Whaler**LOA: **22****PLEASE FILL IN OR CORRECT THE ABOVE INFORMATION**

BOAT STORAGE CHARGE \$ \$1,001.00
FOR STORAGE 10/01/03 to 06/30/04

50% DUE WITH CONTRACT (by 10/1/03) \$ \$500.50

50% TO BE BILLED 11/01/03 \$ \$500.50

1. 50% of the charges set forth are due and payable upon acceptance of the contract and the remaining balance payable upon receipt of bill from Oyster Harbors Marine for storage, unless other arrangements are made. The above charge does not include any charges for winterizing, maintaining, repairing, or any other services.

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11. This agreement shall be governed by laws of the Commonwealth of Massachusetts.

Signature:

Vessel's Owner/Agent

Date:

9/19/03

Please submit a signed copy of this contract with your 50% deposit by October 1/2003.

received
9-19-03

\$ 500.50

2003-2004 STORAGE AGREEMENT

Paul Donahue - Cape Cod
170 Newbury St.
Boston MA 02116

ACCOUNT #:

BOAT NAME:

GO EASY

BOAT MFG: Oyster Harbors Marine

LOA: 14

PLEASE FILL IN OR CORRECT THE ABOVE INFORMATION

BOAT STORAGE CHARGE \$ \$773.50
FOR STORAGE 10/01/03 to 06/30/04

50% DUE WITH CONTRACT (by 10/1/03) \$ \$386.75

50% TO BE BILLED 11/01/03 \$ \$386.75

1. 50% of the charges set forth are due and payable upon acceptance of the contract and the remaining balance payable upon receipt of bill from Oyster Harbors Marine for storage, unless other arrangements are made. The above charge does not include any charges for winterizing, maintaining, repairing, or any other services.

2. Standard lay-up and winterizing procedures will be performed on all boats. This consists of removal, where feasible, and storage of all electronic and engine electrical equipment including batteries. This work will be billed at standard yard rates.

3. In the event additional boats, dinghies, skiffs, outboard motors, or property (including batteries and outboard tanks) are stored, they shall be stored subject to the terms and conditions herein listed, at a rate to be determined at the time of storage.

4. That additional charges will be made for the storage of the property beyond the period hereinbefore set forth, but that there will be no refund, rebate or reduction for storage for any lesser period.

5. That the yard does not carry any insurance on the stored property and will not be held responsible or liable for any damage or loss to, or of, the property listed herein, or any other property or gear stored therein, and the Owner will obtain his own insurance and will hold the Yard, its Agents and Employees, harmless and free from all loss or claims arising out of the presence of the Owner's said property upon the Yard's premises.

6. That all work on boats out of water, in storage will be done by the Yard, unless otherwise agreed, in which case the Owner, his Agents, Servants, Captains, and individual Guests will hold the Yard harmless and free from personal injury incurred there from.

7. The Owner agrees to pay storage charges as set forth on the face of the contract, and understands that no boat may be removed from the storage area unless all accrued storage, repair, and all other charges are paid in full. In the event the boat is sold during the term of this contract, the Owner, who signed this contract, shall be responsible for all charges authorized or required under this contract, and the boat may only be sold subject to the terms and conditions of this contract. Invoices for work - either in process, or completed - are due and payable upon presentation.

8. The yard must be notified in writing when a boat in storage is listed for sale. No one will be allowed aboard a boat for inspection, due to insurance regulations, without notification of the Yard by the Owner or his Agent. Assistance given by the yard personnel will be charged at the normal labor rate on boats listed for sale at the Yard. This charge will be waived when appropriate.

9. The Yard specifically reserves all common law, statutory and admiralty liens, created by law, including, but not limited to, mechanics and maritime liens.

10. The rights and remedies provided by the Agreement shall be in addition to all other rights and remedies provided by law.

11. This agreement shall be governed by laws of the Commonwealth of Massachusetts.

Signature: _____

Vessel's Owner/Agent

Date: _____

Please submit a signed copy of this contract with your 50% deposit by October 1, 2003.

received
9-24-03

\$ 386.75

2003-2004 STORAGE AGREEMENT

. Paul D. Kaneb
. 165 Bayberry Way
OstervilleMA02655

ACCOUNT #: BOAT NAME: WESTERLY
BOAT MFG: Oyster Harbors Marine LOA: 24

PLEASE FILL IN OR CORRECT THE ABOVE INFORMATION

BOAT STORAGE CHARGE \$ \$1,644.00
FOR STORAGE 10/01/03 to 06/30/04

50% DUE WITH CONTRACT (by 10/1/03) \$ \$822.00

50% TO BE BILLED 11/01/03 \$ \$822.00

1. 50% of the charges set forth are due and payable upon acceptance of the contract and the remaining balance payable upon receipt of bill from Oyster Harbors Marine for storage, unless other arrangements are made. The above charge does not include any charges for winterizing, maintaining, repairing, or any other services.
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4. That additional charges will be made for the storage of the property beyond the period hereinbefore set forth, but that there will be no refund, rebate or reduction for storage for any lesser period.
5. ~~That the yard does not carry any insurance on the stored property and will not be held responsible or liable for any damage or loss to, or of, the property listed herein, or any other property or gear stored therein, and the Owner will obtain his own insurance and will hold the Yard, its Agents and Employees, harmless and free from all loss or claims arising out of the presence of the Owner's said property upon the Yard's premises.~~
6. That all work on boats out of water, in storage will be done by the Yard, unless otherwise agreed, in which case the Owner, his Agents, Servants, Captains, and individual Guests will hold the Yard harmless and free from personal injury incurred there from.
7. The Owner agrees to pay storage charges as set forth on the face of the contract, and understands that no boat may be removed from the storage area unless all accrued storage, repair, and all other charges are paid in full. In the event the boat is sold during the term of this contract, the Owner, who signed this contract, shall be responsible for all charges authorized or required under this contract, and the boat may only be sold subject to the terms and conditions of this contract. Invoices for work - either in process, or completed - are due and payable upon presentation.
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10. The rights and remedies provided by the Agreement shall be in addition to all other rights and remedies provided by law.
11. This agreement shall be governed by laws of the Commonwealth of Massachusetts.

Signature: Paul D. Kaneb Vessel's Owner/Agent

Date: September 16, 2003

Please submit a signed copy of this contract with your 50% deposit by October 1, 2003.

PAID
9/17/03

\$ 1,644.00

2003-2004 STORAGE AGREEMENT

John Laurendeau
6 Babe Ruth Drive
Sudbury MA 01776

ACCOUNT #:

BOAT NAME:

SWEET CAROLINE (45)

BOAT MFG: Cabo

LOA: 45

PLEASE FILL IN OR CORRECT THE ABOVE INFORMATION

BOAT STORAGE CHARGE \$ \$2,542.50
FOR STORAGE 10/01/03 to 06/30/04

paid in Full
✓ # 5621

50% DUE WITH CONTRACT (by 10/1/03) \$ \$1,271.25

50% TO BE BILLED 11/01/03 \$ \$1,271.25

1. 50% of the charges set forth are due and payable upon acceptance of the contract and the remaining balance payable upon receipt of bill from Oyster Harbors Marine for storage, unless other arrangements are made. The above charge does not include any charges for winterizing, maintaining, repairing, or any other services.
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6. That all work on boats out of water, in storage will be done by the Yard, unless otherwise agreed, in which case the Owner, his Agents, Servants, Captains, and individual Guests will hold the Yard harmless and free from personal injury incurred there from.
7. The Owner agrees to pay storage charges as set forth on the face of the contract, and understands that no boat may be removed from the storage area unless all accrued storage, repair, and all other charges are paid in full. In the event the boat is sold during the term of this contract, the Owner, who signed this contract, shall be responsible for all charges authorized or required under this contract, and the boat may only be sold subject to the terms and conditions of this contract. Invoices for work - either in process, or completed - are due and payable upon presentation.
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10. The rights and remedies provided by the Agreement shall be in addition to all other rights and remedies provided by law.
11. This agreement shall be governed by laws of the Commonwealth of Massachusetts.

Signature: *John Laurendeau* Vessel's Owner/Agent

Date: 9/24/03

Please submit a signed copy of this contract with your 50% deposit by October 1, 2003.

PAID
9-24-03
\$ 2542.50

508-428-2017 * fax 508-420-5398

2003-2004 STORAGE AGREEMENT

Richard Bendetson
14 Pierce Road
Wellesley MA 02481

ACCOUNT #: BOAT NAME: **THANKSGIVING**
BOAT MFG: **Herreshoff** LOA: **16**

PLEASE FILL IN OR CORRECT THE ABOVE INFORMATION

BOAT STORAGE CHARGE \$ \$884.00
FOR STORAGE 10/01/03 to 06/30/04

50% DUE WITH CONTRACT (by 10/1/03) \$ \$442.00

50% TO BE BILLED 11/01/03 \$ \$442.00

1. 50% of the charges set forth are due and payable upon acceptance of the contract and the remaining balance payable upon receipt of bill from Oyster Harbors Marine for storage, unless other arrangements are made. The above charge does not include any charges for winterizing, maintaining, repairing, or any other services.
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10. The rights and remedies provided by the Agreement shall be in addition to all other rights and remedies provided by law.
11. This agreement shall be governed by laws of the Commonwealth of Massachusetts.

Signature: Richard Bendetson Vessel's Owner/Agent

Date: 12/15/03

Please submit a signed copy of this contract with your 50% deposit by October 1, 2003.